

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CLINTON STRANGE,

Plaintiff

v.

INGENICO INC.;

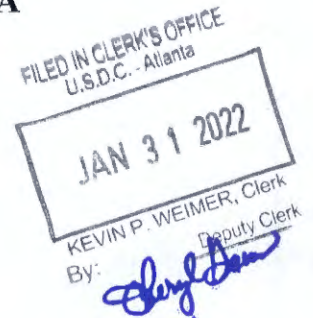
a Georgia Domestic Profit Corporation

&

WHOLESALE PAYMENTS DIRECT, INC.,

a Wyoming Domestic Profit Corporation

Defendants



1:22-CV-0391

CIVIL ACTION COMPLAINT

FOR VIOLATIONS OF:

THE TELEPHONE CONSUMER PROTECTION ACT OF 1991

&

THE GEORGIA FAIR BUSINESS PRACTICES ACT OF 1975

PRELIMINARY STATEMENTS:

1. The *pro se* Plaintiff, CLINTON STRANGE ("PLAINTIFF") brings suit against INGENICO INC., a Georgia Domestic Profit Corporation ("INGENICO"), and WHOLESALE PAYMENTS DIRECT, INC. ("WHOLESALE PAYMENTS DIRECT"), a Wyoming Domestic Profit Corporation, for violations of the Telephone Consumer Protection Act of 1991 ("TCPA") for placing and or initiating at least two (2) autodialed calls to the Plaintiff's Do-Not-Call-List Registered cellphone number utilizing an

Automatic Telephone Dialing System (“ATDS”) to solicit Credit Card Processing Equipment and or Software.

JURISDICTION & VENUE:

2. **Jurisdiction primarily** arises in this U.S. District Court under a federal question as the TCPA is a federal statute pursuant to 28 U.S. Code § 1331.
3. **Supplemental Jurisdiction would be properly applied** to Plaintiff’s State Law Claims arising out of the same nucleus and set of operative facts as those that are under federal question jurisdiction to promote judicial economy pursuant to 28 U.S. Code § 1367.
4. **Venue lies proper** in this U.S. District as both Defendants can be found here pursuant to 28 U.S. Code § 1391.

THE PARTIES:

5. **Plaintiff CLINTON STRANGE** is an adult individual and a “person” as that term is defined under 47 U.S. Code § 153(39) residing at the address of:

CLINTON STRANGE
7021 WINBURN DRIVE
GREENWOOD, LA 71033

6. **Defendant INGENICO INC.** is a Georgia Domestic Profit Corporation and a “person” as that term is defined under 47 U.S. Code § 153(39) with its principal place of business located at:

INGENICO INC.
3025 Windward Plaza, Suite 600

Alpharetta, GA, 30005

, and who according to the Georgia Corporations Division maintains a registered agent listed as:

C T Corporation System

c/o: INGENICO INC.

289 S Culver Street

Lawrenceville, GA, 30046-4805

7. **Defendant WHOLESALE PAYMENTS DIRECT, INC.** is a Wyoming Domestic Profit Corporation and a “person” as that term is defined under 47 U.S. Code § 153(39) with its principal place of business located at:

WHOLESALE PAYMENTS DIRECT, INC.

400 West Peachtree Street NW

Atlanta, GA 30308

, and who according to the Wyoming Corporations Division maintains a registered agent listed as:

Northwest Registered Agent Service, Inc.

c/o: WHOLESALE PAYMENTS DIRECT, INC.

30 N Gould Street

Suite N

Sheridan, WY 82801

FACTUAL ALLEGATIONS:

Historical Background Leading Up to the Alleged Incidents

8. Plaintiff was employee of Sears Roebuck & Co. from November 1997 to November 2001; a Soldier in the U.S. Army from November 2001 to

December 2002; and rehired by Sears Roebuck & Co. in March 2003 where he remained until August 2016.

9. The Plaintiff obtained (meaning subscribed to) a personal Verizon Wireless cellphone number (318) 423-5057 shortly before leaving Sears Roebuck & Co. sometime between July 2016 to August 2016.
10. The Plaintiff worked (exclusively) for Sears Roebuck & Co. as a contractor from August 2016 to about December 2017.
11. The Plaintiff never held himself nor his cellphone number out to the world as a business, never advertised, or operated a website.
12. Plaintiff did register an Account with Amazon.Com associated with the 318-423-5057 phone number in late 2017 or early 2018.
13. **Mr. Reda-Allah Sibari is the Executive Vice President** of Wholesale Payments Direct and has been so since leaving Amazon.Com in August 2020.
14. While Mr. Reda-Allah Sibari was still employed with Amazon.Com as a high level Manager with access to voluminous consumer data and information, he launched a company based in the United Kingdom called DIGISELL in February 2019 that sells lead lists to third-party marketing firms.

15. In September 2020, Mr. Reda-Allah Sibari became a Senior Managing Partner of Wholesale Payments Direct, and later in December 2020 became the Executive Vice President at Wholesale Payments Direct.
16. At all times relevant to this complaint, Mr. Reda-Allah Sibari, a Moroccan National, has maintained personal oversight of a boiler-room Call Center located in or around Rabat Prefecture, Morocco that Markets INGENICO INC.'s point-of-sale terminal hardware and software to U.S. Consumers on behalf of Wholesale Payments Direct, Inc. via unsolicited telemarketing.
17. **Mr. Phil McCuiston is the President & CEO** at Wholesale Payments Direct. Mr. Phil McCuiston is a Canadian Citizen located in or around Montreal, Quebec, Canada.
18. **INGENICO INC. is a wholly owned subsidiary of France based Worldline** - Worldline is the largest European player in payment services and the fourth largest player worldwide. Worldline provides its clients with sustainable, trusted and secure solutions across the payment value chain and offers best-in-class payment services ranging from POS, online payments, omnichannel solutions to issuing & acquiring and digital banking to nearly one million merchants and 1,200 banks and financial institutions. With 20,000 employees and powered by the dedication of some of the brightest

talents in the payments industry, Worldline is shaping new ways of paying, living and doing business.

19. In an INGENICO press release dated on or about October 28, 2020

(available at <https://www.ingenico.us/about-ingenico/about-us> - page last visited 01/20/2022 at 10:45pm CST) INGENICO stated: “*In the United States, our teams have sped up the deployment of our EMV and NFC/contactless payment solutions, not just to big chains but also to small stores through our network of distributors, generating growth of more than 70%.*”.

20. INGENICO relies on a network of authorized distributors called and or termed as “*teams*” or sometimes “*distribution partners*” like Wholesale Payments Direct to market and or sell their point-of-sell terminal hardware and or software to U.S. Consumers under the explicit Direction and or control of INGENICO’s Managers, Officers, and or Directors.

21. INGENICO is in possession of electronically stored information, written communications, and or reports that will indicate, and or prove that they are either a party to a written contract, agreement, and or mise with Wholesale Payments Direct. These documents, ESI and or other produced information regarding written and or stored communications will substantiate that

INGENICO authorized, and or approved of Wholesale Payments Direct's marketing activities and conduct in FY 2020-2021.

22. INGENICO knew that Wholesale Payments Direct was operating an illegal calling campaign in 2021 from out of a Moroccan boiler-room Call-Center to promote and or market INGENICO's point-of-sale terminals (hardware) and software systems to U.S. Consumers in violation of international norms, the laws of the U.S. State of Georgia, and the federal Telephone Consumer Protection Act of 1991.
23. Wholesale Payments Direct's website lists no other branded point-of-sale hardware and or software on its '*terminals*' page other than that offered by Ingenico (<https://www.wholesalepaymentsdirect.com/point-of-sale-terminals/> - page last visited 01/20/2022 at 10:48pm CST).
24. Specifically, the *only* point-of-sale processing terminal hardware offered by Wholesale Payments Direct on its website are as follows:
- a- Ingenico iCT250 [See Exhibit A]
 - b- Ingenico iWL252 [See Exhibit B]
 - c- Ingenico iWL255 3G [See Exhibit C]
- , together along with very specific informational and product branded sales literature that would indicate that Wholesale Payments Direct was

authorized to market INGENICO's products goods, and services to consumers in the United States and Canada.

The Documented Incidents

25. On October 12, 2021, at 3:54pm CST Plaintiff received a call on his DNC registered cellphone number 318-423-5057 that displayed a caller ID number of 206-397-1080 (ported or allocated across the Peerless VoIP Telecommunications Network) in regard to 'Merchant Services' from a female whose desk name was Meagan S., who spoke very unintelligible English, but Plaintiff was able to make out a phrase or two 'here -and- there' that indicated she was peddling Merchant Processing Services or alternatively a discount Merchant Service Program. An unidentified Doe Male who was illegally eavesdropping in on the 2-party conversation between Plaintiff and Meagan S., abruptly broke in (to the conversation) and pitched the script in better English and asked if Plaintiff was interested in Credit Card Processing Products, Goods, and or Services. Plaintiff recalls telling the Doe male that he would rather not receive any more calls, because he is on the Do-Not-Call-List, but that they may email Plaintiff regarding [t]he offer. Meagan S. sent Plaintiff an email to StrangeC982@gmail.com from a Wholesale Payments Direct email account [See Exhibit D]

(meaghan@wholesalepaymentsdirect.com) October 12, 2021, at 4:03pm CST. A screenshot of the 10/12/2021 call is shown below in Figure A.

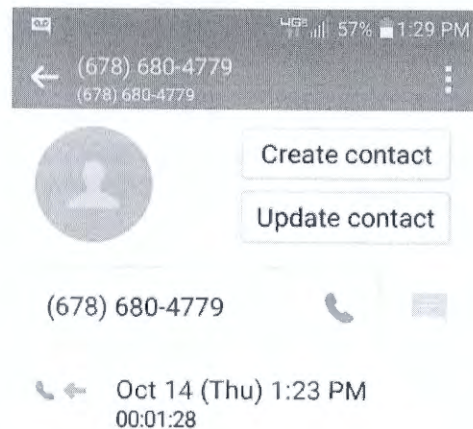
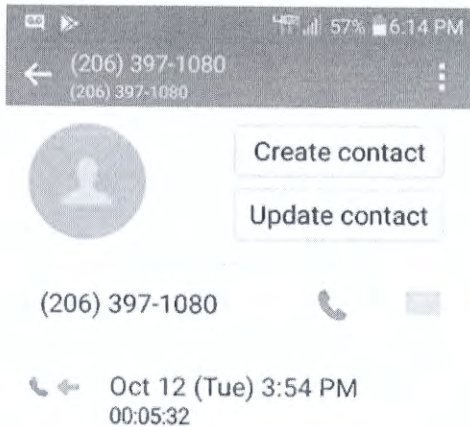


Figure A

Figure B

26. On October 14, 2021, at 1:23pm CST Plaintiff received another illegal autodialed solicitation call placed and or initiated to his DNC Registered Number 318-423-5057 (that displayed 678-680-4779) from a Wholesale Payments Direct sales agent utilizing the desk name of Liam who stated that Wholesale Payments Direct was located in Atlanta, GA, and that the call was to follow up from the previous call regarding the offering of the Merchant Processing Discount / Hardware plan. Plaintiff informed Liam that he did not want to receive any further calls from Wholesale Payments

Direct, and that Plaintiff was conducting a Rule 11 investigation into the company in preparation for a legal action for *inter alia* Telephone Consumer Protection Act violations. Plaintiff then disconnected the call as depicted in the above image labeled Figure B.

27. Wholesale Payments Direct utilized in both calls a Dialing system which utilized a Random and or Sequential Number Generator to store, produce, and or place calls from their Moroccan call center into the United States via a Peerless and or Onvoy Telecommunications (wholesale leased) VoIP Block-Chain and or Platform Technology.
28. Plaintiff served Wholesale Payments Direct (via their Wyoming Registered Agent) a Cease & Desist Demand & Georgia Fair Business Practices Act Notice of Claim pursuant to O.C.G.A. § 10-1-399(b) to stop calling him along with a request of the entity's Do-Not-Call Policy on or around October 20, 2021. No response was ever received.

Plaintiff's Residential Use of His Cellphone

29. Since July / August of 2016 the Plaintiff has utilized his personal Verizon Wireless Cellphone as a residential Number ((after terminating his long-lived AT&T *landline* account (318-938-0211) in or around July 2016)).
30. Plaintiff also uses his cellphone (318-423-5057) for a number of in-home residential functions such as using his cellphone as bed-side alarm for

knowing to wake up, a cooking timer for helping him prepare cornbread and rice on his gas dual oven / cook-top, and as an in-home telemedicine tool for keeping Plaintiff connected with his VA Mental Health and Physician Teams.

31. Plaintiff registered his personal (318-423-5057) Verizon Wireless cellphone number on the Federal Do-Not-Call-List on January 3, 2018, and the registration was confirmed via email from the FTC on January 4, 2018.

32. Further, the Plaintiff registered his personal (318-423-5057) Verizon Wireless cellphone number on the Louisiana Do-Not-Call Program Registry on August 2, 2018.

The Plaintiff's Alleged Harm & Injuries

33. The Plaintiff feels annoyed and harassed by unsolicited telemarketing calls.

Unsolicited telemarketing calls are harassing, annoying, abusive and intrusive. They bother the Plaintiff and distract him from his activities of daily living. They wake the Plaintiff up when he doesn't want to be awake, they bother Plaintiff when he is going potty-on-the-toilet, and interrupt the Plaintiff when he is trying to eat meals (whether it be a steak dinner, or a bologna sandwich and chips).

34. The specific calls that Plaintiff alleges [t]hat Wholesale Payments Direct placed to his cellphone number (318-423-5057) on behalf of (or to market)

INGENICO products goods and or services harmed the Plaintiff because they annoyed him, bothered him at his home (in the 5th Ward of Caddo Parish, Louisiana), and interrupted Plaintiff's Television Viewing (on 10-12-2021), and at least one meal (On 10-14-2021).

THE COUNTS & CAUSES OF ACTION:

COUNT I:

(Plaintiff v. Wholesale Payments Direct, Inc.)

**Violations of 47 U.S. Code §227(b)(3)(B) – Autodialed Calls to a cellphone
Money Damages**

35. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.
36. Wholesale Payments Direct utilized in both (documented 2021) calls a Dialing system which utilized a Random and or Sequential Number Generator to store, produce, and or place calls from their Moroccan call center into the United States via a Peerless and or Onvoy Telecommunications (wholesale leased) VoIP Block-Chain and or Platform Technology that caused multiple (at least 2) to terminate (meaning connect to) across the Verizon Wireless Network to Plaintiff's 318-423-5057 residential cellphone.
37. On October 12, 2021, at 3:54pm CST, and later on October 14, 2021, at 1:23pm CST Plaintiff received *another* illegal autodialed solicitation call

placed and or initiated to his DNC Registered Number 318-423-5057 (that displayed 678-680-4779) from a Wholesale Payments Direct sales agent that sought to sale and or promote INGENICO INC.'s point-of-sale hardware, software and or program technologies.

38. At all times relevant to the calls the Plaintiff's cellphone number 318-423-5057 was registered on the Federal and State of Louisiana Do-Not-Call Listings and or Program Registries over 31-days prior respectfully.

39. The system from which the above calls (10/12 & and 10/14 of 2021 were placed were made utilizing an ATDS absent permission, an established business relationship, and an emergency purpose by the calling party.

40. Wholesale Payments Direct, Inc. is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$500 for each and every violation that the trier of fact deems negligent in nature pursuant to 47 U.S. Code §227(b)(3)(B) as this is a private enforcement action to *"recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater"*.

41. Wholesale Payments Direct, Inc. is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$1,500 for each and every violation that the trier of fact deems willful and or knowing in nature pursuant to 47 U.S. Code §227(b)(3)(C) as this is a private enforcement

action to “recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater”, and the court at its discretion can ...” If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.”

COUNT II:
(Plaintiff v. INGENICO INC.)
Violations of 47 U.S. Code §227(b) – Autodialed Calls to a cellphone
Money Damages

42. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.
43. Defendant INGENICO INC. is vicariously liable under the common-law doctrines and principles of *agency*, and or *respondeat superior* for the actions and or omissions of their agents, servants, and or employees (Wholesale Payments Direct, Inc.) who were acting in the course and or scope of their agency, service, and or employment as detailed herein directly on behalf of INGENICO INC.
44. Defendant INGENICO INC. employed a number of “*teams*” and or “*distribution partners*” circa 10/28/2020 as referenced at paragraph 19. Defendant INGENICO INC. accepted, realized, and appreciated the benefits

of 70% real growth due to *alleged* illegal marketing campaigns like unto the one implemented by Wholesale Payments Direct, Inc. on behalf of Defendant INGENICO INC. performed by virtually *enslaved persons* in Moroccan Call Center Environments that violated international norms.

45. Defendant INGENICO INC. is vicariously liable to Plaintiff for statutory damages under the TCPA (committed by Wholesale Payments Direct, Inc. - on its behalf) in the amount of \$500 for each and every violation that the trier of fact deems negligent in nature pursuant to 47 U.S. Code §227(b)(3)(B) as this is a private enforcement action to “recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater”.

46. Defendant INGENICO INC. is vicariously liable under the common-law doctrines and principles of *agency*, and or *respondeat superior* for the actions and or omissions of Wholesale Payments Direct, Inc.; and is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$1,500 for each and every violation that the trier of fact deems willful and or knowing in nature pursuant to 47 U.S. Code §227(b)(3)(C) as this is a private enforcement action to “recover for actual monetary loss from such a violation, or to receive \$500 in damages for each such violation, whichever is greater”, and the court at its discretion can ...” If the court finds that the

defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (B) of this paragraph.”

COUNT III:
(Plaintiff v. All Defendants)
Violations of 47 U.S. Code §227(b) – Autodialed Calls to a cellphone
Injunctive Relief

47. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.

48. Defendant INGENICO INC. is *vicariously* liable under the common-law doctrines and principles of *agency*, and or *respondeat superior* for the actions and or omissions of Wholesale Payments Direct, Inc. and is liable to the Plaintiff for damages under the TCPA, and for injunctive relief enjoining INGENICO INC., and Wholesale Payments Direct, Inc. from placing future violative autodialed calls to Plaintiff Clinton Strange’s cellphone No. (318) 423-5057 without a permissible purpose and absent Plaintiff’s consent.

COUNT IV:
(Plaintiff v. Wholesale Payments Direct, Inc.)
Violations of 47 U.S. Code §227(c) – Do-Not-Call Violations to Registered No.
Money Damages

49. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.

50. On October 12, 2021, at 3:54pm CST, and later on October 14, 2021, at 1:23pm CST Plaintiff received another illegal autodialed solicitation call placed and or initiated to his DNC Registered Number 318-423-5057 (that displayed 678-680-4779) from a Wholesale Payments Direct sales agent that sought to sale and or promote INGENICO INC.'s point-of-sale hardware, software and or program technologies.
51. At all times relevant to the calls the Plaintiff's cellphone number 318-423-5057 was registered on the Federal and State of Louisiana Do-Not-Call Listings and or Program Registries over 31-days prior respectfully.
52. Wholesale Payments Direct, Inc. is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$500 for each and every violation that the trier of fact deems negligent in nature pursuant to 47 U.S. Code §227(c)(5)(B) as this is a private enforcement action to bring "*an action to recover for actual monetary loss from such a violation, or to receive up to \$500 in damages for each such violation, whichever is greater*".
53. Wholesale Payments Direct, Inc. is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$1,500 for each and every violation that the trier of fact deems willful and or knowing in nature pursuant to 47 U.S. Code §227(c)(5)(C) as this is a private enforcement action to "recover for actual monetary loss from such a violation, or to

receive \$1,500 in damages for each such violation, whichever is greater”, and the court at its discretion can ...” If the court finds that the defendant willfully or knowingly violated this subsection or the regulations prescribed under this subsection, the court may, in its discretion, increase the amount of the award to an amount equal to not more than 3 times the amount available under subparagraph (C) of this paragraph.”

COUNT V:
(Plaintiff v. Wholesale Payments Direct, Inc.)
Violations of 47 U.S. Code §227(d) – Failure to Provide Written DNC Policy
Money Damages

54. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.

55. On October 20, 2021, the Plaintiff served Wholesale Payments Direct via their Wyoming and or Delaware Registered Agents respectively a Do-Not-Call Demand and a written request for a copy of their Do-Not-Call Policy. None was ever received, because Wholesale Payments Direct does not , in fact, have a Do-Not-Call Policy.

56. The fact that they (Wholesale Payments Direct, Inc.) does not maintain a Do-Not-Call Policy, and or procedures for placing and or allocating consumers like the Plaintiff on its Do-Not-Call “list” (which does not in-fact exist) resulted in future harm to Plaintiff. This violates subsection (d) of the TCPA and 47 C.F.R. § 64.1200(d)(4).

57. The FCC defines "advertisement" as "*any material advertising the commercial availability or quality of any property, goods, or services,*" 47 C.F.R. § 64.1200(f)(1), and defines "*telemarketing*" as "*the initiation of a telephone call or message for the purpose of encouraging the purchase or rental of, or investment in, property, goods, or services.*" 47 C.F.R. § 64.1200(f)(13).

58. Defendant Wholesale Payments Direct, Inc. is liable to the Plaintiff for statutory damages under the TCPA in the amount of \$500 for each and every violation that the trier of fact deems it liable under this count.

CAUSE OF ACTION No. VI:
(Plaintiff v. Wholesale Payments Direct, Inc.)
Violations of Georgia Fair Business Practices Act O.C.G.A. § 10-1-399 et seq.

59. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.

60. Plaintiff alleges that each and every violation of the federal Telephone Consumer Protection Act (as alleged above) Constitutes a separate violation of the Georgia Fair Business Practices Act.

61. Plaintiff seeks statutory damages in the amount of \$1,000 for each and every act that the Court and or trier of fact deems Defendant Wholesale Payments Direct, Inc. is liable to the Plaintiff for.

CAUSE OF ACTION No. VII:
(Plaintiff v. Wholesale Payments Direct, Inc.)
Violations of Georgia Unfair or
Deceptive Practices Toward the Elderly [Act] of 1982 (“UDPTEA”), O.C.G.A.
§ 10-1-850 to O.C.G.A. § 10-1-854 *et seq.*

62. Plaintiff incorporates all the foregoing paragraphs as though the same were set forth at length herein.

63. Plaintiff alleges that each and every violation of the federal Telephone Consumer Protection Act (as alleged above) Constitutes a separate violation of the Georgia Fair Business Practices Act.

64. Plaintiff seeks statutory damages in the amount of \$10,000 for each and every act that the Court and or trier of fact deems Defendant Wholesale Payments Direct, Inc. is liable to the Plaintiff for (10x’s damages – Enhanced Civil Penalty) under O.C.G.A. § 10-1-399 *et seq.*

65. Plaintiff reasons that because Georgia is an egg-shell Plaintiff state and Plaintiff is a person that falls into the protected category of a Disabled and or Elderly Person under the Georgia Statute (O.C.G.A. § 10-1-399 *et seq.*) , that he should recover \$10,000 for each and every violation at the discretion of the Court and or trier of fact.

PRAYER FOR RELIEF:

WHEREFORE, the Plaintiff prays for and seeks both damages and injunctive relief judgments against Defendants based on the following requested relief:

Statutory Damages;

Trebled Damages;

Stacked Damages;

Actual Damages under Georgia Law based on Causes of Action No. VI;

Enhanced Civil Penalty – 10 X's Actual Damages under GA Law – Cause of
Action No. VII;

An award of all Costs Expenses and or Fees associated with bringing and litigating
the action to judgment;

Pre & or Post Judgment Interest as allowable under law;

, and such other and further relief the Court deems necessary, just, and or proper.

Respectfully Submitted,

X


Clinton Strange

Pro Se

7021 Winburn Drive

Greenwood, LA 71033

(318) 423-5057

StrangeC982@gmail.com

1-21-2022

Dated

INDEX OF EXHIBITS:
Strange v. INGENICO INC., et al.,

Exhibit No.	Description of Exhibit	Referenced at ¶
A	INGENICO iCT250 System Sales Literature	¶ 24
B	INGENICO iWL252 System Sales Literature	¶ 24
C	INGENICO iWL255 3G System Sales Literature	¶ 24
D	Electronic Mail from “Meagan S.” on October 12, 2021	¶ 25

EXHIBIT A

Point of Payment

W-D
WHOLESALE
PAYMENTS
DIRECT

► iCT250 CounterTop

A complete set of sophisticated merchant services in a single, compact color device

Banks and merchant services providers have long struggled to keep their independent merchants supplied with the sophisticated payment systems they need. So what's the solution? Ingenico's iCT250, the innovative payment countertop device that is so smart, it stands alone, in even the most demanding retail environments.

Lightweight, stylish and self-contained, the iCT250 is the rugged countertop device that gives your merchant customers the freedom to accept all existing forms of electronic payment – including contactless, EMV, and mobile (NFC-based) – unrestricted by any other POS limitations.

That's because the iCT250 requires absolutely no interface with a cash register or POS system. All functions – from payment processing and receipt printing to settlement reporting and brand enhancement programs – operate from a single, secure, easy-to-use color device. The iCT250 is fully EMV and PCI PTS V3 certified and supports the latest international security algorithms, so customer transactions are fast, private, efficient and secure. That means even the smallest shop can benefit from Ingenico's global leadership in secure payments processing.



Security



Smartcard



Magstripe



Contactless



Color Display



ICT250 CounterTop

Point of Payment

As the industry leader in payment technology, Ingenico offers solutions that maximize security and performance, while adding real value for retailers and consumers alike. In demanding retail environments, **Ingenico's ICT250 is the most convenient, most reliable standalone payment device on the market.**

Proven security



Ingenico's industry-proven core technology ensures that the ICT250 delivers the ultimate in secure data transmission and application management. Fully EMV and PCI PTS V2 and V3 certified, **ICT250 supports the latest international security algorithms, including DES, TDES, RSA, DUKPT and Master/Session.** An optional PIN privacy shield offers added peace of mind for merchants and customers.

Outstanding performance



Built around Ingenico's advanced Telium 2 architecture and EMV level 2 kernel, **the ICT250 processes powerful cryptographic algorithms at the highest speeds, delivering fast, secure transactions.** Tamper-resistant, tamper-responsive components and digital end-to-end encryption technologies protect sensitive cardholder data throughout the entire transaction.

Each ICT250 comes standard with all payment technologies already embedded and ready to activate, and operates on Ingenico's global Telium 2 platform, so there's no need for add-on devices or component upgrades. That means the ICT250 gives you the flexibility to accept any or all existing forms of electronic payment, including MSR credit and debit, smartcards, stored-value cards, contactless systems such as MasterCard PayPass® and VISA payWave, EMV/chip & PIN cards, and mobile (NFC-enabled) applications, now or in the future.

Compact design

The ICT250 features a large, backlit keypad and crisp LCD color display to make PIN entry and option selection virtually effortless. **In even the most hectic retail environment, the ICT250 increases the security and flexibility of your payment system.** For merchants who want to allow additional customer interaction, Ingenico's optional customer-facing PIN pad, the IPP200 series, tethers securely to the ICT250 to enable customer PIN entry and contactless and NFC-enabled transactions.

Flexible connectivity

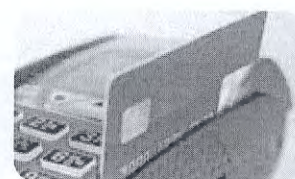
With powered serial, USB and Ethernet options and a wealth of standard communications capabilities, **ICT250 gives you seamless flexibility to integrate the payment device into your existing retail environment, allowing you to create targeted applications to tailor the customer experience.** You get constant speed, security and availability, regardless of transaction volume. The ICT250 is fully compatible with all Ingenico products and services, allowing the merchant's payment capabilities to be increased or upgraded as needs change.

Comprehensive services

Ingenico provides a comprehensive range of update and management services for all its hardware and software products. Fully certified professionals and local-language helpdesks operate worldwide to support our customers. Ask how our services can lower your total cost of ownership and maximize your equipment investment.

W.P.D. Wholesale Payments Direct Inc. is a Registered MSP/ISO of Wells Fargo Bank, N.A., Canadian Branch. MasterCard is registered trade mark of MasterCard International Incorporated.

*Trade-mark of Interac Inc.



ICT250 Specifications

Processor	ARM 9 & ARM 7	450 MIPS & 50 MIPS
Memory	RAM/Flash	16MB/128MB
Removable Memory	µSD Card	(option)
Communication Mode	Dial-up Modem	
	Ethernet	(option)
Secure Access Module slots		2
Card Readers	Smart Card	1
	Magnetic stripe	Track 1/2/3
	Contactless	(option)
Display	Graphic	Yes
	Backlit	Yes
	TFT Color QVGA	320 x 240 Pixels
Keyboard	Number of keys	15 Backlit
	Function/Navigation keys	4 Backlit
Privacy Shield		(option)
Audio		Buzzer
Thermal Printer	Lines/second	18 lps
Connections on terminal	RS232	1 (+1 option)
	USB Host	1
	USB Slave	1
	Power supply connector	1
Power Supply	External power supply	110V 60Hz
Magic Box		
Connections on Magic Box	Power supply connector	1
	RS232	1
	Line In	1
	Ethernet	1
Size l x w x d	Terminal	3.3 x 7.3 x 2.5" (83 x 185 x 63 mm)
	Paper Roll (width/diameter)	2.3/1.6" (58/Ø40 mm)
Weight		11.5 oz (325 g)
Customization	Lens	(option)
	Printer cover flap	(option)
	Top Casing	(option)
Environment	Operating temperature	41°F to 113°F (+5°C to +45°C)
	Storage temperature	-4°F to 131°F (-20°C to +55°C)
	Relative humidity	85% HR at 104°F (+40°C)
PCI PED 2.0		Online & Offline

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EXHIBIT B

Point of Payment

W-D
WHOLESALE
PAYMENTS
DIRECT

Bluetooth®



► iWL222 & 252 (Bluetooth)

Transforming payment acceptance- with the speed, security and reliability of Bluetooth technology

Retail consumers are moving targets, so once they're ready to pay, merchants need the ability to accept payment anywhere they are. In-store, curbside or at the table, Ingenico's iWL222 & 252 products use commercial grade Bluetooth connectivity, enabling you to accept all forms of electronic payment quickly, easily and securely.

Whether you want the freedom and flexibility to accept electronic payments anywhere in your store, curbside or at the table, the iWL222 & 252 allow your customers the convenience to pay at the location services are received. Your customers appreciate having payment options.

Ingenico's iWL series products are the smallest, lightest, most convenient payment devices on the market. With integrated Telium2 architecture and secure, reliable Bluetooth connectivity, iWL222 & 252 products incorporate the most advanced features, functions and intuitive user interface on the market today. Powerful Li-ion batteries deliver up to 650 transactions on a single charge, making it the perfect choice for merchants wanting mobility.



iWL222 & 252 (Bluetooth)

Point of Payment

As the industry leader in payment technology, Ingenico offers solutions that **maximize security and performance, while adding real value for retailers and consumers alike.** Fully EMV and PCI PTS V2 and V3 approved, Ingenico's iWL222 & 252 deliver dependable mobile solutions to conquer your most exacting payment challenges.

Full-featured power with pocket-sized convenience

Light, compact and easy to handle, Ingenico's iWL Series provides the ultimate in checkout convenience for merchants and cardholders alike. **The comfortable, hand-held design and intuitive customer interface make transactions fast and easy,** while its powerful Telium2 platform ensures reliable operation in even the most demanding environments.

Compact, elegant design

Thanks to Ingenico's commitment to design and sustainability, the iWL Series has **earned the prestigious Observateur du Design Label**, an international design award given each year in recognition of the best achievements and innovations resulting from partnerships between companies and designers.



Secure payment on the spot

The iWL222 & 252 are specifically designed for mobility and incorporate commercial grade Bluetooth communication technology to provide secure and reliable electronic payment acceptance. iWL Bluetooth models provide Ethernet, dial, RS232 and USB wired interfaces, when paired with one of the available bases, for faultless communications 24/7. With rugged, anti-shock, water resistant construction, the iWL222 & 252 are ideal for virtually any mobile use case; such as pay at the table, curbside pick-up, lawn center or other flexible customer check-out.

Proven efficiency and performance

Built around Ingenico's advanced Telium2 architecture and global expertise in EMV technology, the **iWL222 & 252 process powerful cryptographic algorithms at the highest speeds, delivering fast, secure transactions.** Outstanding battery life, the fastest printer ever integrated into a payment device, and a full set of secure payment options immediately boost productivity and cut operational costs. iWL is the innovative, high performance solution for intense, fast-paced retail environments.

Payment versatility today – and tomorrow

The iWL series gives you the option to **accept any or all existing forms of electronic payment; including MSR, EMV, Contactless (including MasterCard Paypass, Visa Paywave, Interac Flash, Discover Zip and Amex Expresspay), NFC and a myriad of stored-value, gift and loyalty cards.** You also gain access to all Ingenico Telium applications and services, certified worldwide for the ultimate in secure data and application management. iWL means you'll never feel tied down to a payment terminal again.

W.P.D. Wholesale Payments Direct Inc. is a Registered MSP/ISO of Wells Fargo Bank, N.A., Canadian Branch. MasterCard is registered trade mark of MasterCard International Incorporated. *Trade-mark of Interac Inc.



iWL252



iWL222



Specifications		iWL222	iWL252
Processor	ARM 9 & ARM 7	•	•
	16 RAM/16 Flash	PCI V2 Version	
	32 RAM/128 Flash	PCI V3 Version	•
	Micro-SD reader	(option)	•
Secure Access Module			
Slots		2	
Card Readers	Smartcard	•	
	Magstripe	•	
	Contactless	•	
Display		FSTN Monochrome Graphic 128x64 pixels White Backlit - 2.53"	Transmissive TFT-LCD Color QVGA 320x240 pixels 4096 colors - 2.81"
Terminal Connectivity	Wireless	Bluetooth	
	Wired	Micro USB type A/B (Host & Slave)	
Keyboard	Backlit operational keys	15	
	Navigation keys	7	
Audio	Buzzer	•	
Thermal Printer	Speed in lines/second	30	
	Paper roll cage	1.57" (40 mm)	
Power Supply	Terminal/base	5V 1A	
	Terminal car charger	5V 0.75A – option	
Batteries	Li-Ion	Li-Ion 2050mAh	
Terminal Size L x W x D Weight		6.5 x 3.0 x 2.12" (165 x 78 x 54 mm)	
	40mm paper roll option	10.5 oz (300 g)	
Customization	Lens marking	(option)	
	Printer cover flap	(option)	
	Top casing	(option)	
Base Options	Charger	Charge Only	
	Bluetooth Ethernet Modem	Charger + Dial-up Modem + Ethernet 10/100 Base T + Bluetooth + USB-A + 2RS232 + USB-B	
Environment	Operating temperature	14°F to 113°F (-10°C to +45°C)	
	Storage temperature	-4°F to 131°F (-20 to +55°C)	
	Relative humidity non-condensing	85% HR at 104°F (+40°C)	
Security	Online & offline	PCI PTS 2.x & 3.x	

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EXHIBIT C



Point of Payment

W-D
WHOLESALE
PAYMENTS
DIRECT



► iWL255 (3G)

**Accept electronic payments anywhere and anytime –
with the speed and reliability of cellular 3G technology**

Mobile merchants need the flexibility to accept payment anywhere they are. Ingenico's iWL255 lets you accept all electronic payments on the move, quickly, easily and securely using the latest 3G cellular technology.

Whether you are a public transportation provider, street vendor, home repair technician, contractor or delivery driver, the iWL255 allows your customers to make electronic payments on the spot at the time services are received. Your customers appreciate having payment options.

Ingenico's iWL series products are the smallest, lightest, most convenient payment devices on the market and incorporate the most advanced features, functions and intuitive user interface on the market today. Powerful Li-ion batteries deliver up to 650 transactions on a single charge, making it the perfect choice for merchants on the move.



Security



Smartcard



Magstripe



Contactless



Color Display



iWL255 (3G)

Point of Payment

As the industry leader in payment technology, **Ingenico offers solutions that maximize security and performance, while adding real value for retailers and consumers alike.** Fully EMV and PCI PTS V2 and V3 approved, Ingenico's iWL255 delivers dependable mobile solutions to conquer your most exacting payment challenges.

Full-featured power with pocket-sized convenience

Light, compact and easy to handle, Ingenico's iWL255 provides the ultimate in checkout convenience for merchants and cardholders alike. **The comfortable, hand-held design and intuitive customer interface make transactions fast and easy,** while its powerful Telium2 platform ensures reliable operation in even the most remote environments.

Compact, elegant design

Thanks to Ingenico's commitment to design and sustainability, the iWL Series has earned the prestigious **Observeur du Design Label**, an international design award given each year in recognition of the best achievements and innovations resulting from partnerships between companies and designers.



Secure payment on the spot

The iWL255 is specifically designed for mobility and incorporates advanced 3G (UMTS) cellular and offline technologies, as well as Ethernet, dial, RS232 and USB wired interfaces (when used with optional base), for faultless communications 24/7. With rugged, anti-shock, water resistant construction, the iWL255 is ideal for virtually any mobile use case; such as home delivery, in-home services, outdoor events, and transportation.

Proven efficiency and performance

Built around Ingenico's advanced Telium2 architecture and global expertise in EMV technology, the **iWL255 processes powerful cryptographic algorithms at the highest speeds, delivering fast, secure transactions.** Outstanding battery life, the fastest printer ever integrated into a payment device, and a full set of secure payment options immediately boost productivity and cut operational costs. iWL is the innovative, high performance solution for accepting mobile payments anywhere at anytime.

Payment versatility today – and tomorrow

The iWL255 gives you the option to **accept any or all existing forms of electronic payment; including MSR, EMV, Contactless (including MasterCard Paypass, Visa Paywave, Interac Flash, Discover Zip and Amex Expresspay), NFC and a myriad of stored-value, gift and loyalty cards.** You also gain access to all Ingenico Telium applications and services, certified worldwide for the ultimate in secure data and application management. iWL means you'll never feel tied down to a payment terminal again.

W.P.D. Wholesale Payments Direct Inc. is a Registered MSP/ISO of Wells Fargo Bank, N.A., Canadian Branch. MasterCard is registered trade mark of MasterCard International Incorporated. *Trade-mark of Interac Inc.



Specifications		iWL255
Processor	ARM 9 & ARM 7	•
Memory	32 RAM/128 Flash	•
	Micro-SD reader	•
Secure Access Module Slots		2
Card Readers	Smartcard	•
	Magstripe	•
	Contactless	•
Display		Transmissive TFT-LCD Color QVGA 320x240 pixels 4096 colors – 2.81"
Terminal Connectivity	Wireless	3G (UMTS)
	Wired	Micro USB type A/B (Host & Slave)
Keyboard	Backlit operational keys	15
	Navigation keys	7
Audio	Buzzer	•
Thermal Printer	Speed in lines/second	30
	Paper roll cage	1.57" (40 mm)
Power Supply	Terminal/base	5V 1A
	Terminal car charger	5V 0.75A – option
Batteries	Li-Ion	Li-Ion 2050mAh
Terminal Size L x W x D		6.5 x 3.0 x 2.12" (165 x 78 x 54 mm)
Weight	40mm paper roll option	10.5 oz (300 g)
Customization	Lens marking	(option)
	Printer cover flap	(option)
	Top casing	(option)
Base Options	Charger	Charge Only
	Ethernet Modem	Charger + Dial-up Modem + Ethernet 10/100 Base T + USB-A + 2RS232 + USB-B
Environment	Operating temperature	14°F to 113°F (-10°C to +45°C)
	Storage temperature	-4°F to 131°F (-20 to +55°C)
	Relative humidity non-condensing	85% HR at 104°F (+40°C)
Security	Online & offline	PCI PTS 2.x & 3.x

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EXHIBIT D

From: Meaghan S.

Sent: Tuesday, October 12, 2021 4:03 PM

To: MR CLINTON STRANGE

Subject: We've All But Eliminated Credit Card Processing Fees for Merchants!



The Next Generation In Credit Card Processing Has Arrived!

Hi MR CLINTON STRANGE,

Welcome – and thank you for subscribing to find out more about how we can help your business to **save thousands of dollars every year** the smart way!

Do you ever get the feeling that credit card processing fees are a painful expense – taking more cash out of your bottom line each month?

Hundreds, even thousands of dollars, gone with the wind every month. How many cardholder vacations have you paid for this year? They don't even send a postcard...

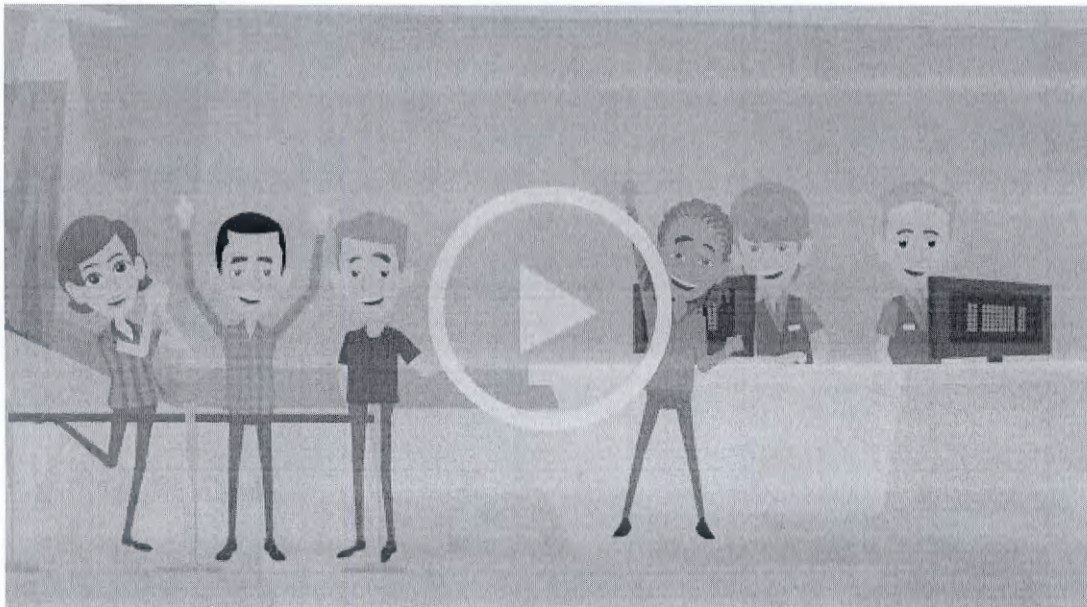
If you're tired of this, you're *not* alone...

In working with **thousands of businesses like yours in across America**, one of the key issues that come up time and time again is: credit card processing fees. But this doesn't have to be "the cost of doing business."

In fact, now that **the law has changed, you've suddenly got a lot more options**. Options that *some* operators would rather you didn't know about because it's hitting their profits, hard.

In fact, we've helped numerous retail merchants and other professionals with our **system that eliminated 100% of their processing fees** and instead pocketed that money as profit while keeping their customers satisfied.

Here's how it works:



This is a **huge change in the way we do business** – and one that puts more money in your pocket.

Changing over to this system isn't just common sense – **it's also good business sense**.

Don't just take our word for it, check out our 3rd Party Independently
Verified FIVE STAR REVIEWS!

If you're ready to start saving 100% on your credit card processing fees, then
call us today at 1-888-477-5251.

Best regards,



Wholesale Payments Direct Team

Toll-Free: 1-888-477-5251



We are rated 4.9 out of 5



★ Trustpilot

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